BILL NO. S-90-06- 47

SPECIAL ORDINANCE NO. S- 168-90

AN ORDINANCE approving CONTRACT #471-90, SPY RUN NSA STORM SEWER between WEITZEL CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT #471-90, SPY RUN NSA STORM SEWER by and between WEITZEL CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> improved storm sewer conditions as described on attached resolution, attached hereto and made a part hereof;

the Contract price is Seventy-Seven Thousand Nine Hundred Eighty-Eight and no/100 Dollars ($77,988.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

RESOLUTION NO. 471-1990

SPY RUN NSA - STORM SEWER IMPROVEMENT

RESOLVED, by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The construction of storm sewers will be undertaken in the area bounded on the North by the North right-of-way line of Nussbaum Street; on the East by the East right-of-way line of Spy Run Avenue; on the South by the South right-of-way line of Ruth Street; and on the West by the Spy Run Creek; being more particularly described as follows:

LATERAL A: Beginning at an existing storm sewer manhole 43± LF West of the centerline intersection of Spy Run Avenue and Ruth Street; thence Easterly 330± LF to a proposed storm sewer manhole.

LATERAL B: Beginning at a proposed storm sewer manhole 198± LF West of the centerline intersection of Spy Run Avenue and Ruth Street; thence Northerly 167± LF to a proposed storm sewer manhole; thence Easterly 573± LF to a proposed storm sewer manhole; thence Northwesterly 205± LF to a proposed storm sewer manhole.

LATERAL C: Beginning at a proposed storm sewer manhole #6 on Lateral B; thence Northerly 180± LF to a proposed storm sewer manhole.

LATERAL D: Beginning at an existing storm sewer manhole 44± LF West and 23± LF South of the centerline intersection of Spy Run Avenue and Riverside Avenue; thence Easterly 62± LF to a proposed storm sewer manhole; thence Northerly 48± LF to a proposed storm sewer inlet.

Said storm sewers shall be 12" and 15" in diameter.

And, said storm sewers with all their appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Office of the Public Works & Safety of said City.

This project is funded by a Housing and Urban Development Community Development Block Grant and is subject to the requirements of Section (3) of the Housing and Development Act of 1968, as amended.

Adopted this 25th day of April 1990.

BOARD OF PUBLIC WORKS & SAFETY

Charles E. Layton, Director
of Public Works

Michael McAlexander, Director
of Public Safety

Douglas M. Lehman, Director
of Administration & Finance

ATTEST:

Helen Gochenour, Clerk

SEWER CONTRACT 471-1990

BOARD ORDER NO. 43-90 **WORK ORDER NO.** 73693

THIS CONTRACT made and entered into this 20th day of June 1990, by and between **WEITZEL CONSTRUCTION COMPANY, INC.,** hereinafter called **CONTRACTOR** and the **City of Fort Wayne, Indiana,** an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called **OWNER;**

WITNESSETH, that the **CONTRACTOR** and the **OWNER,** for the considerations hereinafter named, agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

LATERAL A: Beginning at an existing storm sewer manhole 43± LF West of the centerline intersection of Spy Run Avenue and Ruth Street; thence Easterly 330± LF to a proposed storm sewer manhole.

LATERAL B: Beginning at a proposed storm sewer manhole 198± LF West of the centerline intersection of Spy Run Avenue and Ruth Street; thence Northerly 167± LF to a proposed storm sewer manhole; thence Easterly 573± LF to a proposed storm sewer manhole; thence Northwesterly 205± LF to a proposed storm sewer manhole.

LATERAL C: Beginning at a proposed storm sewer manhole #6 on Lateral B; thence Northerly 180± LF to a proposed storm sewer manhole.

LATERAL D: Beginning at an existing storm sewer manhole 44± LF West and 23± LF South of the centerline intersection of Spy Run Avenue and Riverside Avenue; thence Easterly 62± LF to a proposed storm sewer manhole; thence Northerly 48± LF to a proposed storm sewer inlet.

Said storm sewers shall be 12" and 15" in diameter,

all according to Spy Run Storm Sewer Improvement, Drawing No. SY11236, Sheets 1-7, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT PRICE

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **Seventy-Seven Thousand Nine Hundred Eighty-Eight and no/100 ($77,988.00) Dollars.** In the event the amount of work is increased or decreased by **OWNER,** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

> Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day o that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR.**

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work if fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the

intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included int he bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 471-1990
b. Instructions to Bidders for Contract No. 471-1990
c. Contractor's Proposal dated 23 May 1990
d. Fort Wayne Engineering Department Drawing #SY11236
e. Supplemental Specifications for Contract No. 471-1990
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment Bond
k. Minority/Female Employment Hourly Utilization
l. Right-of-Way Cut Permit
m. Comprehensive Liability Insurance Coverage
n. MBE/WBE Commitment Form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the **CONTRACTOR** shall furnish a Performance and Guaranty bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER.**

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within 150 consecutive calendar days after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the **OWNER** by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE IV:

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

By _____
JEFF WEITZEL **, President**

CITY OF FORT WAYNE

By _____
Paul Helmke, Mayor

WITNESS my hand and seal this 12th day of June 1990.

LaVerne R Weitzel
Notary Public

LAVERNE R WEITZEL
Printed Name of Notary

Resident of MARION County

My Commission Expires:

Dec 6, 1992

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Weitzel Construction Co., Inc.,
(Here insert full name and address or legal title of Contractor)
5859 East 25th Street, Indianapolis, IN 46218

as Principal, hereinafter called Contractor, and, United States Fidelity & Guaranty Company,
(Here insert full name and address or legal title of Surety)
135 N. Pennsylvania Street, #1000, Indianapolis, IN 46204

as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works, City
(Here insert full name and address or legal title of Owner)
of Ft. Wayne, Indiana, 1 Main Street, Ft. Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of SEVENTY SEVEN THOUSAND, NINE
HUNDRED EIGHTY EIGHT AND 00/00 - - - - - - - - - Dollars ($ 77,988.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 19 , entered into a contract with Owner for
Spy Run NSA - storm sewer improvements - Resolution 471-1990

in accordance with Drawings and Specifications prepared by Water Pollution Control Engineering,
(Here insert full name and address or legal title of Architect)
City of Ft. Wayne, 1 Main Street, Ft. Wayne, IN 46802

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Weitzel Construction Co., Inc.,
(Here insert full name and address or legal title of Contractor)
5859 East 25th Street, Indianapolis, IN 46218

as Principal, hereinafter called Principal, and, United States Fidelity & Guaranty Company,
(Here insert full name and address or legal title of Surety)
135 N. Pennsylvania Street, #1000, Indianapolis, IN 46204

as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works, City
(Here insert full name and address or legal title of Owner)
of Ft. Wayne, Indiana, 1 Main Street, Ft. Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of SEVENTY SEVEN THOUSAND, NINE HUNDRED EIGHTY EIGHT AND 00/00 - - - - - - - - - Dollars ($ 77,988.00),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 19 , entered into a contract with Owner for Spy Run NSA - storm sewer improvements - Resolution 471-1990

in accordance with Drawings and Specifications prepared by Water Pollution Control Engineering,
(Here insert full name and address or legal title of Architect)
City of Ft. Wayne, 1 Main Street, Ft. Wayne, IN 46802

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 92018

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

J. Thomas Gray, Michael J. Gray and Judith A. Broeking

of the City of Indianapolis, State of Indiana its true and lawful attorney s in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and conforms all and whatsoever ~~XXXXXX~~ anyone of the said J. Thomas Gray and the said Michael J. Gray and the said Judith A. Broeking

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 17th day of July, A. D. 19 81

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Charles D. Zimmerman, III
Vice-President.

(SEAL)

(Signed) Robert G. Bruce
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 17th day of July, A. D. 19 81 before me personally came Charles D. Zimmerman, III, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Robert G. Bruce, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Charles D. Zimmerman, III and Robert G. Bruce were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 82

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND BALTIMORE CITY, } Sct.

I, Charles W. Mackey, Jr., Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 17th day of July, A. D. 1981

(SEAL) (Signed) Charles W. Mackey, Jr.
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

PRINTED IN U.S.A.

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
6-4-90

PRODUCER

Gray & Associates, Inc.
6801 Lake Plaza Drive, #C301
P.O. Box 20591
Indianapolis, In 46220-0591

CODE SUB-CODE

INSURED

Weitzel Construction Co., Inc.
5859 East 25th Street
Indianapolis, IN 46218

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — MONROE GUARANTY INSURANCE COMPANY
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				
A	X COMMERCIAL GENERAL LIABILITY	MG102583	5-1-90	5-1-91	GENERAL AGGREGATE $1,000
	CLAIMS MADE X OCCUR.				PRODUCTS-COMP/OPS AGGREGATE $1,000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADVERTISING INJURY $1,000
					EACH OCCURRENCE $1,000
					FIRE DAMAGE (Any one fire) $ 50
					MEDICAL EXPENSE (Any one person) $ 5
	AUTOMOBILE LIABILITY				
A	X ANY AUTO	MG102583	5-1-90	5-1-91	COMBINED SINGLE LIMIT $ 1,000
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	SCHEDULED AUTOS				
	X HIRED AUTOS				BODILY INJURY (Per accident) $
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				PROPERTY DAMAGE $
	EXCESS LIABILITY				EACH OCCURRENCE / AGGREGATE
A	X	MG102583	5-1-90	5-1-91	$ 5,000 $ 5,000
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION				STATUTORY
A	**AND**	MG102583	5-1-90	5-1-91	$ 100 (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				$ 500 (DISEASE—POLICY LIMIT)
					$ 100 (DISEASE—EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

JOB: Spy Run NSA - storm sewer improvements - Resolution 471-1990.

CERTIFICATE HOLDER

Board of Public Works
City of Ft. Wayne
1 Main Street
Ft. Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ~~30~~ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert A. Meyer

©ACORD CORPORATION 1988

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 6-26-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY				✓
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (GENERAL) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-168-90 on the 10th day of July, 19 90,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of July, 1990 at the hour of 10:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of July, 19 90, at the hour of 2:00 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract #471-90, Spy Run NSA Storm Sewer

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: The Contract for Res. #471-90,, Spy Run NSA Storm Sewer is described as per the attached resolution.

EFFECT OF PASSAGE: Improved storm sewer conditions as described on attached resolution. Weitzel Construction Co., Inc., is the contractor.

EFFECT OF NON PASSAGE:

S-90-06-47

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $77,988.00

ASSIGNED TO COMMITTEE:

BILL NO. S-90-06-47

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
HENRY, LONG, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT #471-90, SPY RUN NSA STORM SEWER between WEITZEL CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 7-10-90

Sandra E. Kennedy
City Clerk